

J. B. GECCON
ENGINEERING CENTER



Stauffer Chemical Company

Dobbs Ferry, New York 10522 / Telephone (Area Code 914) OWens 3-1200

July 2, 1969

Continental Wrecking Company, Inc.
1632 East 134 Street
Chicago, Illinois 60617

Gentlemen:

Enclosed you will find the specifications for the removal of certain equipment at our Weston Michigan plant. Before making an inspection we would suggest that you call our Mr. C. E. Hausknecht at the plant, telephone # 313-436-3171 and arrange for an appointment and tour of the site.

I would appreciate having your estimate in my office by July 14, as it is our intention to award and get the job started as soon as possible.

Very truly yours,

STAUFFER CHEMICAL COMPANY

A handwritten signature in cursive script that reads "Irving Altman".

Irving Altman, Manager
Surplus Equipment Section

IA:cl
encl.

Miscellaneous piping as directed

Platform level-remove and ship agitator and drive on 4' steel tank.

Remove and ship 3' diameter x 3' s.s. pressure tank with agitator.

Remove and scrap the following: 4' diameter and 4' steel jacketed tank where agitator and drive were removed. One 4' diameter x 4' steel tank. All connecting piping as directed.

Bldg. 104-Platform, remove and ship 1500 gallon s.s. jacketed reactor with agitator, drives and controls.

Remove Sharple Super P-16 centrifuge.

Remove and ship agitator drive from 8' diameter x 8' steel tank.

Remove and scrap connecting piping as directed.

Bldg. 401-Exterior North Side, remove and ship agitator and drive on the 5000 gallon s.s. storage tank.

Remove and relocate 5000 gallon storage tank as directed.

EXTERIOR CONCRETE STORAGE PAD

Remove and ship miscellaneous equipment now located on Storage Pad, as directed by the plant engineer.

Remove and ship all equipment in field north of Storage Pad, as directed.

Remove and ship and/or scrap nine Bull gears east of Storage Pad, as directed by plant engineer.

- b. Remove all process and auxiliary piping, pumps calves, conduit, wiring, switchgear, etc., as may be directed by the Plant Engineer.
- c. Sprinkler systems and piping, all utility piping and electric light wiring to remain unless otherwise noted or requested by the Plant Engineer.
- d. Remove all instruments, instrument panels and instrument tubing as directed by the Plant Engineer.
- e. Remove grating and equipment supporting steel as requested by Plant Engineer.
- f. Remove equipment from yards as directed by Plant Engineer.
- g. All instructions from the Plant Engineer pertaining to this dismantlement or equipment removal shall be obtained by the contractor in writing.

- h. All labor, equipment and burning materials to be supplied by contractor. Insurance certificates as required to be furnished to Stauffer and Gelb before work starts.

ALTERNATE BLDG.

Remove all equipment concrete foundations flush with adjoining floors or grade as directed by Plant Engineer.

GENERAL CONDITIONS

FOR

CONTRACTS INVOLVING DISMANTLEMENTS

STAUFFER CHEMICAL COMPANY

1. SITE AND LOCAL CONDITIONS

Contractor agrees that Contractor has had a reasonable opportunity to inspect and has inspected the dismantling site and the property to be dismantled hereunder and relies on Contractor's own skill and experience in the business of dismantling. Contractor further agrees that Contractor has been fully informed, to Contractor's satisfaction, regarding the nature and all of the conditions of the property to be dismantled hereunder and of the Stauffer plant where the work is to be done so far as it affects the dismantling operations to be performed hereunder. For the foregoing reasons, Contractor agrees that Contractor shall have no claim against Stauffer for adjustment of consideration hereunder or of any other nature, because of the conditions actually encountered by Contractor in the course of Contractor's work hereunder or because of any variance between such conditions and those believed by Contractor to exist prior to the commencement of such work.

2. CHANGES AND EXTRA WORK

Stauffer may, by written order, make changes in the work or authorize additional work. In all cases where the amount or character of the work is affected, an adjustment of the compensation shall be made prior to performance of the change or additional work.

All extra work must be approved in writing by Stauffer before said work is begun.

3. SAFETY AND HEALTH

- a. Contractor shall perform the work herein provided for in a careful and workmanlike manner, taking such precautions as may be necessary or required to insure the safety and protection of persons and property.

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3. SAFETY AND HEALTH - Continued

- b. Stauffer hereby notifies and cautions Contractor that where as Stauffer knows of no particular hazard, other than any hazard or hazards which Stauffer has given Contractor notice, to be encountered in performing the dismantling operations herein undertaken, nevertheless, Contractor shall be particularly on the alert against any hazard that might exist or occur during the course of the dismantling operations herein undertaken in order to cause no injury or damage to any person or property whatsoever.
- c. If equipment or buildings to be dismantled are in an area adjacent to other operating equipment, Contractor shall exercise a high degree of care in carrying out the dismantling work in order to avoid injury to personnel or damage to operating equipment.
- d. The Contractor and Contractor's employees will fully comply with all Plant safety rules and regulations.
- e. Contractor and Contractor's employees shall not commence work in an area or building without first having received the necessary permission, instruction, and identification from the Stauffer Plant Management.
- f. If Stauffer notifies the Contractor of any non-compliance with the provisions of this Article and the action to be taken, the Contractor shall (immediately, if so directed, or in not more than 48 hours after receipt of such notice) make all reasonable efforts to correct the existent conditions. If the Contractor fails to comply promptly, Stauffer may stop all or any part of the work hereunder. When satisfactory corrective action is taken by the Contractor, a start order will be issued by Stauffer. No part of the time lost due to any such work stoppage shall be made the subject for claim for extension of time or for excess cost or damages by the Contractor.

4. SCHEDULE

Contractor shall commence dismantling operations upon written notification by Stauffer of the starting date and shall complete same in accordance with schedule furnished by Stauffer. Contractor shall adhere to a working schedule of eight (8) hours per day, five (5) days per week (Saturdays, Sundays, and holidays excluded). Neither party shall be liable for delays caused by fire, flood,

3. SAFETY AND HEALTH - Continued

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4. SCHEDULE - Continued

accident, labor trouble, war, act of Government or any other cause beyond its reasonable control, but shall use all reasonable efforts to minimize the extent of the delay.

5. INDEMNITY

Contractor assumes full, complete and sole responsibility and liability for all injuries, losses and damages, both personal and property, to any person, persons, firm or corporation including, but not limited to, Stauffer, its employees, agents, contractors, and subcontractors and the employees, agents and subcontractors of Contractor, or for any claim of any nature or character whatsoever, arising out of or attributable to the performance of, or the failure to perform, the services undertaken or the condition of the property to be dismantled under this contract. Contractor further undertakes and agrees to indemnify and save Stauffer free and harmless from any and all claims for damage to any property or for the injury to or death of any person arising out of or attributable to the performance or nonperformance of the services under this contract.

6. NON-WARRANTY

Stauffer makes no warranty, express or implied, as to the quantity, quality, kind, character, condition, merchantability, or fitness for any particular purpose of any equipment, facilities, related materials and other property to which Contractor becomes entitled in accordance with this contract.

The materials and/or equipment covered by this contract may be contaminated with toxic, corrosive, or otherwise dangerous foreign matter.

Stauffer shall not be liable under any circumstances for any damages to person or property resulting from the presence of any foreign matter contained in the materials and/or equipment. Contractor agrees to indemnify and save harmless Stauffer from any and all claims or liability arising out of the handling, storage, use, resale, or other disposal of the materials and/or equipment.

7. INSURANCE

Contractor agrees he has qualified or will qualify promptly and will make all payments under the terms of the unemployment compensation law of the State in which work is performed and that he will require each subcontractor, if any, to do the same. Contractor shall, at his expense, carry insurance of minimum limits as follows:

- a. Workmen's Compensation Statutory.
- b. Public Liability Bodily Injury (incl. Automobile, all classes) \$100,000/\$300,000.
- c. Public Liability Property Damage (incl. Automobile, all classes) \$100,000.
- d. Contractors' Contractual Insurance.
- e. Public Liability Insurance Certificate must include a clause specifically protecting Owner (Stauffer) against damages or claims arising from explosion, collapse or damages to underground utilities during Contractor's activities on Owner's property.
- f. All insurance certificates supplied hereunder shall make specific reference to Contractor's obligations and responsibilities to Stauffer among which obligations are those contained in Article 5 - Indemnity, and Article 6 - Non-Warranty above. All insurance certificates must be in the possession of Stauffer prior to the commencement of work hereunder and must contain a statement from the insurance company to the effect that they will not cancel or make any material changes in the policy without first giving Stauffer ten (10) days prior written notice. With any subcontractor(s), Contractor must supply evidence of Contractor's protective insurance in the above amounts, or certificates or subcontractor's insurance of a type and amount as required from Contractor. In the event that Stauffer gives written consent to the performance of the dismantling work by a subcontractor(s), Contractor shall inform the insurers of Contractor that the work herein undertaken shall be performed by a subcontractor(s).

8. SUPERVISION

Contractor shall keep on the work a competent supervisor, who shall be his authorized representative for all purposes under this contract.

9. COMPLIANCE WITH REGULATIONS

Contractor shall comply with all laws and regulations of government authorities, federal, state, county, municipal or other, which relate to Contractor's business in general and to Contractor's obligations under this agreement, and shall procure, at no expense to Stauffer all permits, licenses, certificates or any other authorization whatsoever which may be required by such laws, ordinances, rules and regulations.

10. TERMINATION

If Contractor should be adjudged a bankrupt, or should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to make prompt payment to subcontractors or for materials or labor, or disregard laws, ordinances or other governmental regulations, or violate any provisions of the contract, Stauffer may, on giving seven (7) days written notice, terminate Contractor's services, take possession of the premises and all things thereon and finish the work in any manner suitable to Stauffer. In the event of such termination, Stauffer shall hold the Contractor responsible for such work of completion.

11. WORKMANSHIP AND EMPLOYEES

The work shall be executed in the most workmanlike manner by qualified and efficient workers. Contractor and Contractor's employees will confine themselves to the site of the work only and while on Stauffer property go to and from the job site only by routes designated by Stauffer.

Contractor and Contractor's employees shall comply with any rules which may be in force relating to the entry of Contractor and Contractor's employees to the plant. Contractor shall have exclusive control of the manner and method of performing the work and shall be responsible for persons engaged on the work. None of said persons shall constitute an employee of Stauffer. Contractor represents to Stauffer that it has the necessary experience, skill, ability, equipment and appliances to accomplish the work involved under this contract. Contractor shall complete the dismantling operations in a tidy and workmanlike fashion, and at the completion of the work herein undertaken, shall leave said dismantling site in a clean and clear condition and to the satisfaction of the Stauffer Plant Management.

"EXHIBIT A"

The facilities and equipment listed herein shall be dismantled and/or removed by the Contractor. Contractor shall perform all work as outlined herein.

WESTON PLANT:

- a. Remove all process equipment, i.e., exchangers, kettles, dryers, reactors, tanks, etc., from buildings as listed or as directed by Plant Engineer and load on trucks and/or railroad cars for shipping. Provide necessary blocking, cribbing, etc. plus labor to properly protect and ship equipment. Equipment noted to be shipped is to be sent from this plant to another site and must be prepared for transport.

Bldg. 101-Dismantle, match mark and remove double drum dryer, hood, motors, drives, and screw conveyors, load for shipping.

Remove for lightning agitators, one without drive, that are now mounted on tanks, prepare for shipping.

Remove two pumps with motors that are now connected to tanks and prepare for shipping.

Remove one drum shaker and motor and prepare for shipping.

Remove and scrap three mix tanks (open top), piping to and from tanks and dryer as directed. Valves, strainers etc. to be salvaged and returned to the plant for their disposal as directed.

Bldg. 102-Remove 40" centrifuge, drive and controls, prepare for shipping.

Remove one 3' x 3'6" s.s. pressure tank., prepare for shipping.

Remove one 5' diameter x 6' s.s. tank, prepare for shipping.

Remove one 3'6" diameter x 7'6" vertical dished s.s. tank, prepare for shipping.

Remove one agitator from 3' diameter x 2' steel tank, prepare for shipping.

Remove and scrap the following: 3' diameter x 2' steel tank, piping and receiving tank at centrifuge.

12. TERMS OF PAYMENT

If the Contractor's bid results in payment of the contract price to Stauffer, said sum shall be paid prior to the commencement of the work. If the Contractor's bid results in a payment to the Contractor from Stauffer, the money shall be paid upon completion of the work to the satisfaction of Stauffer.

13. DISCONNECTIONS

Stauffer shall disconnect all service and process lines which are incidental to the building and/or facilities to be dismantled under this contract. Contractor shall dismantle said lines from the point of disconnection to the point of termination within the dismantlement area. Stauffer shall make available to Contractor at the nearest outlet to the dismantling site, if available, electrical power and water at no charge to Contractor. Contractor, however, shall run the necessary lines at its own expense from the source to the dismantling site in accordance with Plant safety practices and regulations.

14. RELEASE OF LIENS AND CLAIMS

After completion of the work, Contractor shall furnish Stauffer a complete "Release of Liens and Claims" in form satisfactory to Stauffer. If any lien is filed or remains unsatisfied after final payment, Contractor shall indemnify Stauffer for all costs incurred in discharging such lien.

15. SUBCONTRACTS

Contractor shall not subcontract work without prior written consent of Stauffer. Rejection by Stauffer of any proposed subcontractor shall not obligate Stauffer for additional cost. If required, the Contractor will furnish Stauffer a copy of any subcontracts.

16. ASSIGNMENT

With respect to Contractor, this contract or any part thereof shall not be assignable without the prior written consent of Stauffer, and any assignment made without such consent shall be void.

17. PERFORMANCE BOND

Contractor shall indicate with his bid, the premium rate per \$1,000.00 for a performance bond to be furnished to Stauffer to assure the faithful performance of the contract, in the event a performance bond is required.

18. INCONSISTENCIES

The articles of these "General Conditions" shall govern to the extent that they conflict with any provision included in the Contractor's proposal.

19. INTEGRATION

This contract, when executed, contains the entire agreement between the parties. There are no previous contemporary understandings, representations or warranties not set forth herein. No subsequent modifications of this contract shall be of any force or effect unless in writing, signed by the party claimed be bound thereby.